

Contract no. 305

15-31

3-0673

RECEIVED  
FEB 0 1989  
RUTGERS UNIVERSITY

**AGREEMENT**

**between**

**TOWNSHIP OF STAFFORD**  
**County of Ocean, State of New Jersey**

**and**

**STAFFORD TOWNSHIP LOCAL 297 POLICEMEN'S BENEVOLENT ASSOCIATION**

**Effective January 1, 1989 through December 31, 1990**

THIS AGREEMENT made this            day of January, 1989, by and between the TOWNSHIP OF STAFFORD, a corporate body politic, in the County of Ocean, State of New Jersey, hereafter referred to as the "Employer," or "Township" and the STAFFORD TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 297, hereafter referred to as the "PBA," as bargaining agent and on behalf of members of the Stafford Township Police Department, Township of Stafford, County of Ocean, State of New Jersey, hereafter referred to as "Employee" or "Officers."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties herein to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other terms and conditions of employment consistent with the law.

NOW, THEREFORE, in consideration of this and mutual covenants herein contained, the parties hereunto agree with each other and with respect to the Employees of the Employer recognized as being represented by the PBA hereby agree as follows:

## TABLE OF CONTENTS

ARTICLE I	
Recognition and Scope of Agreement.....	2
ARTICLE II	
Collective Bargaining Procedure.....	3
ARTICLE III	
Discrimination and Coercion.....	3
ARTICLE IV	
Prior Service.....	5
ARTICLE V	
Seniority - Definition.....	5
ARTICLE VI	
Sick Leave.....	6
ARTICLE VII-	
Personal Days.....	7
ARTICLE VIII	
Bereavement Leave and Military Leave.....	8
ARTICLE IX	
Management.....	9
ARTICLE X	
Hours/Schedules.....	10
ARTICLE XI	
Overtime.....	11
ARTICLE XII	
Vacations.....	13
ARTICLE XIII	
Holidays.....	15
ARTICLE XIV	
Hospital and Medical Insurance.....	16
ARTICLE XV	
Clothing Allowance.....	19
ARTICLE XVI	
Legal Aid.....	20

TABLE OF CONTENTS  
(cont'd)

ARTICLE XVII	
Disability.....	21
ARTICLE XVIII	
Salaries.....	23
ARTICLE XIX	
Longevity.....	24
ARTICLE XX	
Savings Clause.....	25
ARTICLE XXI	
Duration.....	25
ARTICLE XXII	
Educational Incentives.....	26
ARTICLE XXIII	
Retention of Benefits.....	28
ARTICLE XXIV	
Grievance Procedures.....	29
ARTICLE XXV	
Patrolmen's Rights.....	35
ARTICLE XXVI	
Negotiations.....	36
ARTICLE XXVII	
No Waiver.....	37
ARTICLE XXVIII	
Completion of Agreement.....	37

## ARTICLE I

### Recognition and Scope of Agreement

A. The Employer hereby recognizes the PBA as the sole and exclusive representative of all full-time employees in the title of Patrolman and Detective in the negotiation of this Contract Agreement and for the purpose of collective bargaining and all other activities and processes relative thereto.

B. The bargaining unit shall consist of all of the regular full-time police officers of the Stafford Township Police Department now employed or hereafter employed in the title of Patrolman and Detective.

C. This Agreement shall govern all wages, hours and other conditions of employment set forth herein.

D. This Agreement shall be binding upon the parties hereto.

E. The PBA recognizes that pursuant to New Jersey Statute, they have no right to strike.

## ARTICLE II

### Collective Bargaining Procedure

A. Collective bargaining, with respect to rates of pay, hours of work or other conditions of employment, shall be conducted by a duly-authorized bargaining agent of each of the parties to this Agreement.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

C. Employees of the Employer, not to exceed two (2) in number, who may be designated by the PBA to participate at collective bargaining meetings called for the purpose of the negotiation of collective bargaining will be excused from their work assignments to attend such collective bargaining meetings.

## ARTICLE III

### Discrimination and Coercion

A. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA

shall discriminate against any employees because of race, color, creed, sex, national origin or political affiliation.

B. 1. No material derogatory to employee's conduct, service, character or personality shall be placed in his or her personnel file unless the employee has had an opportunity to review the material by affixing his or her initials to the document to be filed with the express understanding that such initials in no way indicate agreement with the contents thereof. The employee shall also have the right to submit a written reply (example: rebuttal, answer, etc.) to such material and this reply shall be reviewed by the Chief of Police and a Township designee at the employee's request. This reply will be attached to the document to which it is in reply, as long as the document is in the employee's file.

2. Although the Township agrees to protect the confidentiality of personal references, credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection. This provision shall not apply to any information which need to be disclosed to the employee under the requirements of State law.

## ARTICLE IV

### Prior Service

A. Time spent as a part-time employee (Police Department) or part-time police officer shall count towards seniority and longevity benefits when he or she becomes a full-time Township police officer.

B. All prior service shall be calculated on a pro-rated basis. An employee who works, for example, one-half ( $\frac{1}{2}$ ) time earns one-half ( $\frac{1}{2}$ ) of the seniority and longevity benefits which s/he would have earned as a full-time employee.

## ARTICLE V

### Seniority - Definition

A. 1. If in the event a dispute of seniority arises, and both officers are of equal rank, the senior will be deemed the officer with the longest service on the Stafford Township Police Department in that rank.

2. In the event that both officers were appointed to their present rank on the same date, then the officer with the highest ranking on the entrance examination will be senior.

B. In the event of demotion, the demoted party shall carry his years of supervisory service as his/her standing in the rank demoted.



## ARTICLE VI

### Sick Leave

A. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay pursuant to the following schedule:

1. The first calendar year that an employee is employed in a full-time capacity, sick time shall be earned at the rate of one quarter (1.25) days for each calendar month that the employee is employed. Thereafter, beginning on the first day of January, each employee shall be entitled to fifteen (15) days for each and every calendar year thereafter. The amount of sick leave not taken shall accumulate from year to year.

2. The employee reserves the right to extend sick time.

3. Up to five (5) days of an employee's personal sick leave may be used each year to attend the illness of an immediate family members.

B. Each employee may periodically review the employer's record of his or her accumulated sick days every six (6) months.

C. 1. When an officer retires from the Police Department in accordance with the appropriate New Jersey Pension Plan, s/he shall have his/her accumulated sick time purchased at the then current rate of pay to a maximum cap of \$15,000.00.

2. In order to receive payment for accumulated sick time during the year of actual retirement, an employee shall notify the Township, in writing, during the preceding calendar year of the intention to retire.

An employee who dies in the line of duty shall be eligible for the benefits in C.1. above with payment to the Officer's estate in the next calendar year.

#### ARTICLE VII

##### Personal Days

Employees shall be granted four (4) personal days off with pay during the course of each calendar year.

## ARTICLE VIII

### Bereavement Leave and Military Leave

#### Bereavement Leave:

1. Employees shall receive five (5) working days off with pay (commencing on the day of death) for the following individuals: father, mother, grandparent, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, spouse's grandparents.

2. The employee shall receive one (1) day off with pay (day of burial and only if funeral services are attended) for the following: uncle, aunt, nephew, niece, brother and sister-in-law, or cousin of the first degree.

3. Exceptions may be made when the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted in this section.

#### Military Leave:

Any member covered under this Agreement who is a member of the Organized Reserve of the Army of the U.S., U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Marine Corps Reserve or other affiliated organizations shall be entitled to leave of absence from duty without loss of pay or time on all days during which he shall be engaged in annual field training. Such leave of absence shall be in addition to the regular vacation allowed such member or employee.

## ARTICLE IX

### Management

Nothing in this Agreement shall interfere with the right of the employer in accordance with the applicable statutes, ordinances, rules and regulations to:

1. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate, reasonable and efficient manner possible.

2. Manage employees of the employer, to hire, promote, transfer, assign or retain employees in positions within the municipality and in that regard to establish reasonable work rules without creating undue hardships to the employees. Such work rules shall be in written form and a copy shall be provided to each member of the PBA, with applicable amendments thereto.

## ARTICLE X

### Hours/Schedules

A. The parties understand and agree that the standard work week shall consist of the tours of duty schedule as promulgated by the Chief of Police.

B. It is recognized by the parties that coffee breaks and lunch time are part of the tour of duty and paid by the Township.

C. 1. Each employee shall attend four (4) departmental meetings and physical training test (maximum four (4) hours each) per year and all staff meetings required by the Chief of Police.

2. Payment for attendance at such meetings shall be at the rate of time and one-half (1½) of the officer's base pay for actual time, but not less than four (4) hours, when such meeting is not during the officer's daily tour.

## ARTICLE XI

### Overtime

A. The employer agrees that overtime consisting of time and one-half (1½) shall be paid to all employees covered by this Agreement for hours worked in excess of the normal tour of duty.

B. Employees shall not be paid overtime for hours worked in excess of the normal work day unless overtime is authorized by the Chief of Police.

C. 1. Any member who shall be required to appear in court during his off-duty hours shall suffer no loss in compensation. When such appearances occur outside of assigned duty hours, the Officer shall receive additional compensation moneys at a rate of time and one-half (1½) for the time actually expended.

2. When such appearances occur during assigned duty hours, such time shall be considered a time of assignment to and performance of duty and the Officer shall suffer no loss in compensation.

D. 1. In the event an employee is called in to duty other than his/her normal assignment, s/he shall be paid overtime at a rate of time and one-half (1½) for all time worked during such period. In so such case shall s/he be paid for less than

four (4) hours, irrespective of time worked, except when called in to duty less than four (4) hours prior to his/her normal working shift. In such an event, the employee shall be paid for only the overtime actually worked on that day. Meetings are not part of this Section.

2. Court appearances shall be exempt from the minimum four (4) hour pay provision and shall be governed by Section C of this Article.

E. Attendance at meetings called by the Chief of Police, or his designee, when such meeting is not during the officer's daily tour, shall be paid for at the rate of time and one-half (1½) of the officer's base pay for actual time worked, but not less than two (4) hours.

F. 1. Any officer may, at his/her option indicate, at the time the overtime is assigned, that s/he wishes compensatory time [at time and one-half (1½)] in lieu of money payment. Once made, this decision may not be changed except by mutual agreement of the Chief of Police.

2. Compensatory time must be used within ninety (90) days of the date it is earned unless it cannot be scheduled by the department in which case the time shall be extended for an additional thirty (30) days.

## ARTICLE XII

### Vacations

A. All members covered under this Agreement shall be granted as follows:

1. During the first year of employment: One (1) vacation day for the 3rd through 12th month employment, for a total of ten (10) vacation days.

2. During the second year of employment: One (1) vacation day for the 13th through 21st month, and two (2) vacation days for the 22nd, 23rd and 24th month of employment.

3. Upon completion of the second year of employment: Sixteen (16) vacation days and one (1) additional working day per year, up to and including the 12th year.

B. All members covered under this Agreement shall have one of the following options concerning their vacation time during each calendar year:

1. Each member may utilize all or part of their vacation granted to them during the calendar year including any accumulated time from previous years;

OR

2. On December 31st of each year, each employee shall be paid any accrued vacation days beyond forty-six (46) days, at this present rate of pay.



C. Members must utilize at least one-half ( $\frac{1}{2}$ ) of their vacation granted during that calendar year.

D. Vacation days shall be accrued in equal monthly installments according to length of service.

E. Should a member, due to sickness or injury for a period of one (1) continuous year, be unable to comply with Section C, s/he will be exempt from that Section and shall be paid for all accrued vacation over forty-six (46) days.

F. 1. By March 1 of each year employees may submit written requests for vacations during any period of that calendar year. In the event more employees apply than can be scheduled for any particular period, the requests shall be granted according to seniority. As soon as practicable after February 1, the Department shall post the vacation selection schedule.

2. Any officer who does not make a selection by March 1 shall have his vacation request considered and scheduled on a first come, first served basis, regardless of seniority.

3. No scheduled vacation may be cancelled by the Chief/Department without at least thirty (30) days prior written notice to the affected employee.

G. In accordance with N.J.S.A. 40A: 14-137.1, upon the death or retirement of any permanent member of the Police Department, the Township shall pay to him/her or his/her estate a full amount of any vacation pay accrued but unpaid at the time of his/her death or retirement.

## ARTICLE XIII

### Holidays

A. The following shall be recognized as guaranteed holidays under this Agreement and be paid at eight (8) hours pay in addition to any regular salary due. The holidays are as follows:

New Year's Day	Washington's Birthday
Good Friday	Lincoln's Birthday
Memorial Day	July 4th (Independence Day)
General Election Day	Labor Day
Veteran's Day	Thanksgiving Day
Columbus Day	Christmas Day
Primary Election Day	

B. Payment for the above-mentioned holidays, except Christmas Day, will be made on the first (1st) pay day in the month of December of each and every calendar year. Payment of Christmas Day holiday pay shall be made on the first pay day immediately following the holiday. An employee who terminates employment with the Township of Stafford after receiving payment for the holidays, and before any of said holidays are worked, will have such monies deducted from the last pay check.

C. Any officer who works on either Thanksgiving Day or Christmas Day shall receive a stipend of \$50 in addition to any other pay entitlement.

## ARTICLE XIV

### Hospital and Medical Insurance

A. Hospitalization. The employer will provide, at no cost to the employee and employee's family, the following or equivalent hospitalization:

1. New Jersey Blue Cross;
2. New Jersey Blue Shield, 1420 Series;
3. Rider J;
4. Major Medical;
5. Prescription Plan, One Dollar (\$1.00) co-pay;
6. HMO Plan optional at no additional cost to the Township over and above B/C-B/S.

B. Dental Plan. Employer shall provide for employees and family a Dental Service Plan, as provided by Foundation Life Insurance Company of America or equivalent.

C. Optical Plan. All members covered by this Agreement shall be entitled to the Group Vision Care Plan, or its equivalent.

D. Life Insurance.

1. All members covered by this Agreement shall be entitled to a life insurance policy provided by National Life or equivalent with a face value of Ten Thousand Dollar (\$10,000.00).

2. The Township agrees to replace the above titled insurance policy with alternative coverage as agreed to by the PBA. Such change shall be for all PBA members and in no event shall annual cost, per officer, to the Township exceed the cost of the premiums for maintaining the policy in effect at the then current premiums.

E. Credit Union. All members covered by this Agreement shall be entitled to membership in a credit union at no cost to the Township.

F. Coverage - Normal Duty. For the purpose of insurance coverage only, officers reporting for their normal shift of duty shall be considered on duty from the time they leave their residence.

G. Coverage - Call-In Duty. For the purpose of insurance coverage only, officers called in at times other than their normal shift shall be considered on duty as of the time of the call-in.

H. In the event an employee covered under this Agreement shall be killed in the line of duty, all insurance benefits as provided in this Article, shall be continued by the Township of Stafford for the benefit of said employee's spouse and children. The insurance benefits required to be continued herein for the benefit of the employee's children, shall continue in full force and effect for such children until they reach twenty-one (21) years of age or twenty-three (23) years of age if still in school.

I. Commencing January 1, 1990, the Township agrees to fully insure any and all employees past and present, who have successfully completed 25 years of active service or are eligible

for disability retirement under the New Jersey State Police and Fireman's Pension System. Said insurance shall consist of all coverage outlined in Section A of this Article, with the exception of the Prescription Plan. It is further understood that said insurance shall cover the spouse of said retiring employee and any dependents who are considered eligible for benefits under said Medical Plan.

## ARTICLE XV

### Clothing Allowance

A. Clothing allowance in the amount of One Thousand One Hundred Dollars (\$1,100.00) for uniformed and non-uniformed employees shall be paid by the Township of Stafford to all permanent employees. Clothing allowance will be used for any part of the police uniform, to include items such as high-neck tee shirts, uniform socks, etc. Allowance shall also include any off-duty equipment officers required to wear and/or carry to meet department regulations.

B. The clothing allowance shall be paid on June 1 and December 1 in equal installments as follows:

1. Employees shall receive direct reimbursement for uniform purchases and cleaning bills submitted to the Township. On June 1 and December 1 of each year, the Township shall pay to each officer the difference between \$550.00 and the amount previously reimbursed to the officer in prior months since the last payment date.

C. All employees shall properly maintain and purchase all necessary personal equipment and clothing in accordance with the rules and regulations of the Department.

D. All detectives shall receive an additional Two Hundred Fifty Dollars (\$250.00) per year for clothing allowance to be paid in the same manner as above.

E. Employer will replace, at no cost to employee, uniforms personal property or equipment destroyed in the line of duty. Said payment shall not be deducted from the clothing allowance, if approved by the Chief of Police.

#### ARTICLE XVI

##### Legal Aid

The employer will provide all necessary legal aid and false arrest and liability insurance to all personnel covered by this Agreement in the performance of their duties for false arrest, bodily damage and property damage. Said policy shall have a minimum coverage of One Million Dollars (\$1,000,000.00).

## ARTICLE XVII

### Disability

A. All members shall be eligible for paid disability absence up to thirteen (13) weeks after one (1) year of service and up to twenty-six (26) weeks after ten (10) years of service, if the following conditions are complied with:

1. Employee must bring a physician's certificate stating condition of employee and expected date of return to work.

2. Disability status is a period of continuous absence after five (5) working days.

3. If hospitalized, the department head must be notified as soon as possible.

4. If these provisions are not complied with, the employee forfeits his/her right to disability payments.

5. The Township Mayor and Council may request the Township Physician to consult with employee's personal physician to ascertain physical condition of said employee and may require the employee to submit to a physical examination by a physician selected by the Township.

B. Illness or injury occurring during employment for another employer, shall not qualify for the paid disability absence pursuant to Paragraph A unless the employment is a police/security position approved by the Chief of Police.



C. While in the performance of his/her duties as a police officer, if such officer becomes injured, ill or disabled as a direct and proximate result of the performance of his/her duties, he/she shall be granted up to one (1) year leave with pay providing that the police surgeon shall certify that such injury, illness or disability is caused as a direct and proximate result of the performance of such police duties. Additionally, at the discretion of the Mayor and Council the leave may be extended beyond one (1) year to be determined on a case by case basis.

D. The Township agrees to pay any employee eligible to receive disability retirement during the calendar year of 1989. He/she shall receive severance pay according to the following schedule:

1. For employee with no dependents \$91.00 per month from date of retirement to December 31, 1989.

2. For employee with spouse \$204.00 per month from date of retirement to December 31, 1989.

3. For employee with family dependents \$226.00 per month from date of retirement to December 31, 1989.

4. For employee with a child only, \$137.00 per month from date of retirement to December 31, 1989.

## ARTICLE XVIII

### Salaries

A. The annual basic salary for officers employed prior to January 1, 1988 shall be as follows for the years 1989 and 1990:

<u>Patrolman</u>	<u>Salary Amount</u>	
	<u>1989</u>	<u>1990</u>
Starting	\$21,227.00	\$22,702.00
Second Year	\$25,552.00	\$27,328.00
Third Year	\$30,378.00	\$32,489.00
Fourth Year	\$33,410.00	\$35,732.00

B. All officers hired on or after January 1, 1988 shall be paid according to the following schedule:

<u>Patrolman</u>	<u>1989</u>	<u>1990</u>
Starting	\$20,660.00	\$22,096.00
Second Year	\$23,848.00	\$25,505.00
Third Year	\$27,036.00	\$28,915.00
Fourth Year	\$30,224.00	\$32,325.00
Fifth Year	\$33,410.00	\$35,732.00

## ARTICLE XIX

### Longevity

A. Each employee shall be paid, in addition to his current annual wage, longevity increments which shall be figured in and computed in as the employee's base salary based upon his years of continuous employment with the Stafford Township Police Department in accordance with the following schedule:

<u>Years of Service</u>	<u>Increments of Base Pay</u>
Upon entering the 1st day of the 5th year of service	2%
Upon entering the 1st day of the 9th year of service	4%
Upon entering the 1st day of the 13th year of service	6%
Upon entering the 1st day of the 17th year of service	8%
Upon entering the 1st day of the 20th year of service	10%

B. Longevity pay shall commence upon attainment of the specified increment level in the pay period immediately following the increment date.

## **ARTICLE XX**

### **Savings Clause**

In the event that any Federal or State legislation, governmental regulation including Internal Revenue Service determinations or court decisions causes invalidations of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate any such invalidated provisions.

## **ARTICLE XXI**

### **Duration**

This agreement shall be in effect as of and applied retroactively to the first day of January, 1989 to and including the 31st day of December, 1990. In the event that a new written contract has not been entered into between the Employer and the PBA on or before the first day of January, 1991, then all of the terms and conditions of this Contract shall be in full force and effect unless and until a Contract has been entered into subsequent to January 1, 1991.

## ARTICLE XXII

### Educational Incentives

A. An officer may take up to three (3) courses in an institution of higher learning in any semester which course is related to a a major in Police Science, Criminal Justice, Human Resources or related fields of police work as determined and approved by the Chief of Police. Methods of payments shall be as follows:

1. The officer may request from the Township and receive payment to prepay said courses she/he wishes to enroll in. Upon completion of said enrolled course, said employee must, within two weeks, present to the Chief of Police proof of passing grade for the enrolled course. If in the event said enrolled course resulted in a failing grade, said employee must reimburse to the Township within six (6) months all monies received from the Township for that particular prepaid course.

OR

2. If the officer receives a passing grade, she/he will submit to the Chief of Police proof of said passing grade, at which time he will authorize the Township Treasurer to reimburse said employee for said course.

B. The Township shall provide payment for an officer who attends an institution of higher learning in the following manner:

1. (a). Total tuition, but not more than the current tuition rate for New Jersey State colleges, to the employee up to the completion of a Bachelors Degree, which courses are approved by the Middle States Association of Colleges and Schools.

(b). An officer who, prior to January 1, 1987, has either taken courses at or been enrolled in a degree program at a private college will not be subject to the tuition cap in 1(a) above, provided the officer pursues additional course work at the college by June 30, 1988. If no course work is taken between January 1, 1987 and June 30, 1988, thereafter the officer will only be reimbursed to the maximum as set out above, regardless of the tuition cost.

2. (a). The Township shall provide payment for degrees from an accredited college or university in the following manner:

Associates Degree	\$ 750.00
Bachelors Degree	\$1,250.00
Masters Degree	\$1,500.00

(b). Payment of the above-mentioned bonuses shall be paid in a lump sum on the first payday in the month of June in the calendar year following notice of eligibility to the Township.

3. Effective January 1, 1987, tuition reimbursement and degree payment for credits earned at Thomas Edison College shall only be made to the extent that such credits are accepted as part of the degree program for the officer at another accredited institution. This restriction shall not apply to officers who received payments prior to January 1, 1987.

C. If the employee shall leave his/her position with the Stafford Township Police Department within two (2) years of receipt of payment of said tuition moneys from the the Township, said employee shall be obligated to replay said tuition payments to the Township in full within thirty (30) days of his/her departure.

### ARTICLE XXIII

#### Retention of Benefits

Except as otherwise herein provided, all benefits which employees have enjoyed as a result of ordinance, resolution of the Township or collective bargaining agreement, unless said benefit has been rescinded or superseded by subsequent ordinance, resolution or contract, said benefit shall be retained by said employee.

## ARTICLE XXIV

### Grievance Procedures

#### A. Definitions

1. A grievance is defined as, and limited to, an alleged violation of a specific provision of this Agreement.

2. Aggrieved person: An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in interest: A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Requirements

1. A written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved.



2. Any employee may be represented to all stages of the grievance procedure by himself, or, at his option, by a representative of the Association, or by an attorney, where reasonable notice of legal representation is given the employer. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure unless the employee objects to the presence of the Association representative in which case the Association may not be present at any stage of this procedure. However, in the event the Association is not present after final determination at Step Three, if such final determination is made, the Association will promptly receive a copy of the employee's written grievance and a copy of the final determination thereof.

3. All grievances must be presented promptly and no later than twenty (20) calendar days from the date of grievance or within twenty (20) calendar days after the grievant would reasonably be expected to know of its occurrence.

C. Procedure

Step One:

A grievance which arises after the effective date of this Agreement shall first be discussed by the aggrieved employee with his immediate supervisor. Grievances which have not been settled by the immediate supervisor to the satisfaction of the employee under the foregoing procedure within five (5) calendar days of presentation, to be considered further, must be filed in writing within five (5) calendar days after the disposition by the supervisor. The grievance shall be presented to the Division Commander in triplicate on mutually agreed upon forms furnished by the employer and signed and dated by the employee(s) and Association representative. The Division Commander and the supervisor involved will meet with the employee and his representative and attempt to resolve the grievance. A written decision will then be made by the Division Commander and the supervisor and returned to the employee and his representative within five (5) calendar days from its presentation to the Division Commander.

Step Two:

If dissatisfied with the decision in Step One, to be considered further, the grievance must be appealed to the Deputy Chief of Police within five (5) calendar days of the receipt of the written decision in Step One. The Deputy Chief of Police or his representative will meet with the employee, his representative, the supervisor, Division Commander and representatives of the Employer as the Deputy Chief of Police may elect and attempt to resolve the grievance. A written decision will be made following the meeting by the Deputy Chief of Police or his representative and returned to the employee and Association representative within ten (10) calendar days from its appeal to the Deputy Chief of Police.

Step Three:

If dissatisfied with the decision in Step Two, to be considered further, the grievance must be appealed to the Chief of Police within five (5) calendar days of receipt of the written decision in Step Two. The Chief of Police or his representative will meet with the employee, his representative, the supervisor, Division Commander and representatives of the Employer as the Chief of Police may elect and attempt to resolve the grievance. A written decision will be made following the meeting by the Chief of Police or his representative and returned to the employee and Association representative within ten (10) calendar days from its appeal to the Chief of Police.

Step Four:

If dissatisfied with the decision in Step Three, to be considered further, the grievance must be appealed to

the Mayor and Township Council within five (5) calendar days of receipt of the decision in Step Three. The Mayor and/or Township Council or his/its representative will meet with the employee and/or his Association representative and the Chief of Police to discuss and attempt to resolve the grievance. Following this meeting, the written decision will be made by the Mayor and Council and returned to the employee and Association representative within thirty (30) calendar days from its appeal to the Mayor and Council.

Step Five:

(a). Grievances which have not been settled under the foregoing procedure may be appealed to the Public Employment Relations Commission (PERC) by either party within ten (10) calendar days of the date of the employer decision in Step Four. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Fourth Step answer. The appeal procedure and selection of an arbitrator shall be in accordance with the PERC rules.

(b). The cost of the arbitrator and the expenses of the hearing shall be shared equally by the parties. A court reporter's expense shall be paid by the requesting party. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of this Agreement. In formulating his decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Civil Service Commission and the Courts. The decision of the arbitrator shall be final and binding for parties of this Agreement.

D. Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding management answer. Grievances not answered by management within the designated time limits in any step of the grievance procedure may be appealed to the next step within five (5) calendar days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the limits in any step of the grievance procedure.

E. The Association shall notify the employer, in writing, of the names of the grievance representatives and an alternate within thirty (30) calendar days after the effective date of this Agreement. Any changes thereto will be forwarded to the employer by the Association as soon as changes are made.

F. The parties agree that a grievance form shall be provided which allows for the mere acknowledgment of receipt, by officers in the chain of command, but who are without power or authority to address or correct the alleged grievance. Other than a "check" or "initials" to acknowledge awareness, no other writing shall be placed on the form. The expeditious movement of this form to the person or persons able to render a substantive response is the desire of the parties.

## ARTICLE XXV

### Patrolmen's Rights

A. There shall be no discrimination, interference or coercion by the employer or any of its agent, against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the employer nor the Union shall discriminate against any employee because of race, color, creed, national origin or political affiliation.

B. Nothing contained herein shall be construed to deny or restrict to any patrolman such rights as he or she may have under New Jersey Laws or any other applicable Laws and Regulations. The rights granted to patrolmen hereunder shall be deemed to be in addition to those provided by statute and/or regulation or regulations promulgated by the State.

C. No patrolman shall be removed, suspended or reduced in rank from or in office of employment herein, except in accordance with N.J.S.A. 40A: 14-147.

D. The Employer agrees to grant the necessary time off without loss of pay to the President of the Local and one other member of the Union and/or Association, selected as delegate to attend any State meeting or National Convention of the New Jersey Policemen's Benevolent Association, as provided under N.J.S.A. 11:26C-4.

## ARTICLE XXVI

### Negotiations

It is hereby agreed between the parties to this Agreement that negotiations for the 1991 Contract shall be initiated on or before the 15th day of October, 1990, and that the parties hereto will schedule as soon thereafter as practically possible a time and a place in order to discuss the terms and conditions of the 1991 Contract.

## ARTICLE XXVII

### No Waiver

Except as otherwise provided in this Agreement, the failure to enforce any provisions of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled to law.

## ARTICLE XXVIII

### Completion of Agreement

This agreement constitutes the entire collective negotiation agreement between the parties and contains all the benefits to which employees covered by this Agreement are entitled.

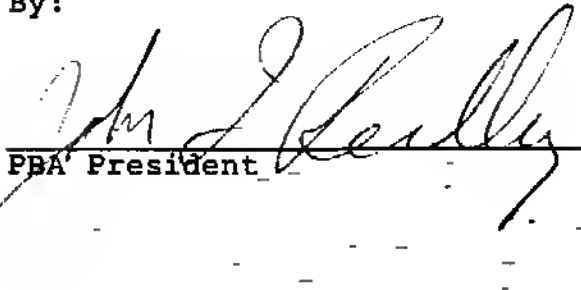


IN WITNESS WHEREOF, the parties have hereunto set their  
hands and seals this            day of January, 1989.

STAFFORD TOWNSHIP POLICEMEN'S  
BENEVOLENT ASSOCIATION LOCAL  
NO. 297

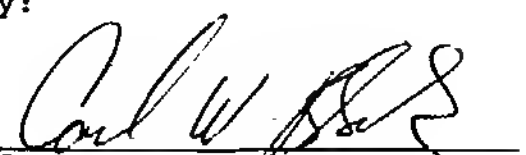
TOWNSHIP OF STAFFORD

By:

  
PBA President

ATTEST:

By:

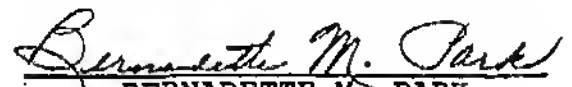
  
CARL W. BLOCK, Mayor

ATTEST:

By:

  
PBA Representative

By:

  
BERNADETTE M. PARK  
Township Clerk